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10 ASSOCIATED NEWSPAPERS LTD.  
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13 UNITED STATES DISTRICT COURT  
14 CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION  
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17 RUMBLE, INC.,

18 Plaintiff,

19 vs.

20 THE DAILY MAIL AND GENERAL  
21 TRUST PLC and its subsidiary,  
22 ASSOCIATED NEWSPAPERS LTD  
23 dba THE DAILY MAIL,  
24 DAILYMAIL.COM and  
25 MAILONLINE, and DOES 1-10,  
26 inclusive,  
27  
28

Defendants.

Case No. 2:17-cv-04977 PSG (SKx)

**ANSWER OF DEFENDANT  
ASSOCIATED NEWSPAPERS LTD.**

1 Defendant Associated Newspapers Limited (“Defendant” or “ANL”),  
2 hereby submits its Answer to Plaintiff’s First Amended Complaint (the “Amended  
3 Complaint”). Except as expressly and specifically admitted herein, Defendant  
4 denies each and every allegation of the Amended Complaint.

### 5 **INTRODUCTION**

6 Plaintiff’s statements in the “Introduction” to the Amended Complaint are  
7 prefatory, and not allegations to which a response is required. To the extent a  
8 response is required, Defendant denies the allegations in the “Introduction.”

### 9 **THE PARTIES**

10 1. Defendant admits, upon information and belief, the allegations in  
11 paragraph 1 of the Amended Complaint.

12 2. Defendant The Daily Mail and General Trust PLC has not been  
13 served, and has not appeared in this lawsuit; therefore, no response is required to  
14 the allegations in paragraph 2 of the Amended Complaint.

15 3. Defendant admits that it is a limited liability company organized  
16 under the laws of England and Wales, with a place of business at the address  
17 alleged; that it owns the print publication, The Daily Mail, and the internet  
18 publication, *MailOnline*, which is available at the website [www.dailymail.co.uk](http://www.dailymail.co.uk);  
19 and that it maintains pages on various social media websites. Defendant lacks  
20 sufficient information to form a belief as to the truth or falsity of how Plaintiff  
21 generates revenue and on that basis denies such allegations. Defendant denies the  
22 remaining allegations in paragraph 3 of the Amended Complaint.

23 4. Defendant admits that its website may be viewed in the United States  
24 and directs the Court to Exhibit A of the Amended Complaint for the true and  
25 correct contents therein. Defendant denies the remaining allegations in paragraph 4  
26 of the Amended Complaint.

27 5. Defendant admits that its content is available on a smartphone “app”  
28 that is available from Apple iTunes and does not dispute for purposes of this action

1 that this Court has personal jurisdiction over it. Defendant denies the remaining  
2 allegations in paragraph 5 of the Amended Complaint.

3 6. Defendant does not dispute Plaintiff's assertion that Plaintiff is  
4 ignorant of ANL's relationship with other entities, and states that paragraph 6 of  
5 the Amended Complaint otherwise asserts legal conclusions or questions of fact to  
6 which no response is required. To the extent a response is required, Defendant  
7 denies the allegations in paragraph 6 of the Amended Complaint.

### 8 **JURISDICTION AND VENUE**

9 7. Defendant admits that Plaintiff's remaining cause of action arises  
10 under the copyright laws of the United States and that this Court has jurisdiction  
11 over that cause of action. Defendant denies the remaining allegations in  
12 paragraph 7 of the Amended Complaint.

13 8. Defendant admits that venue is proper in this district. Defendant  
14 denies the remaining allegations in paragraph 8 of the Amended Complaint.

### 15 **FACTS COMMON TO ALL CLAIMS**

16 9. Defendant lacks sufficient information to form a belief as to the truth  
17 or falsity of the allegations in paragraph 9 of the Amended Complaint, and on that  
18 basis denies them.

19 10. Defendant lacks sufficient information to form a belief as to the truth  
20 or falsity of the allegations in paragraph 10 of the Amended Complaint, and on  
21 that basis denies them.

22 11. Defendant lacks sufficient information to form a belief as to the truth  
23 or falsity of the allegations in paragraph 11 of the Amended Complaint, and on  
24 that basis denies them.

25 12. Defendant lacks sufficient information to form a belief as to the truth  
26 or falsity of the allegations in paragraph 12 of the Amended Complaint, and on  
27 that basis denies them.  
28

1           13. Defendant lacks sufficient information to form a belief as to the truth  
2 or falsity of the allegations in paragraph 13 of the Amended Complaint, and on  
3 that basis denies them.

4           14. Defendant lacks sufficient information to form a belief as to the truth  
5 or falsity of the allegations in paragraph 14 of the Amended Complaint, and on  
6 that basis denies them.

7           15. Defendant lacks sufficient information to form a belief as to the truth  
8 or falsity of the allegations in paragraph 15 of the Amended Complaint, and on  
9 that basis denies them.

10          16. Defendant lacks sufficient information to form a belief as to the truth  
11 or falsity of the allegations in paragraph 16 of the Amended Complaint, and on  
12 that basis denies them.

13          17. Defendant admits that Plaintiff and Defendant entered into the License  
14 Agreement on or about September 1, 2014 and that Plaintiff made payments to  
15 Defendant and refers the Court to Exhibit B of the Amended Complaint for the true  
16 and correct contents therein. Defendant denies the remaining allegations in  
17 paragraph 17 of the Amended Complaint.

18          18. Defendant admits that Ms. Angelica Asplund, on Defendant's behalf,  
19 sent a letter to Plaintiff on or about April 9, 2015 to terminate the License  
20 Agreement and refers the Court to Exhibit C of the Amended Complaint for the  
21 true and correct contents therein. Defendant denies the remaining allegations in  
22 paragraph 18 of the Amended Complaint.

23          19. Defendant admits that Plaintiff sent emails to its representatives and  
24 refers the Court to Exhibit D of the Amended Complaint for the true and correct  
25 contents therein. Defendant denies the remaining allegations in paragraph 19 of  
26 the Amended Complaint.

27          20. Defendant denies the allegations directed toward it in paragraph 20  
28 of the Amended Complaint.

1           21. Defendant admits that it terminated the License Agreement. Defendant  
2 denies the remaining allegations in paragraph 21 of the Amended Complaint.

3           22. Defendant denies the allegations directed toward it in paragraph 22  
4 of the Amended Complaint.

5           23. Defendant denies that it has infringed Plaintiff's copyrights, lacks  
6 sufficient information to form a belief as to the truth or falsity of the allegations  
7 concerning Plaintiff's copyright registration allegations and on that basis denies  
8 such allegations, and states that the remaining allegations in paragraph 23 assert  
9 legal conclusions to which no response is required. To the extent a response is  
10 required, Defendant denies the remaining allegations directed toward it in  
11 paragraph 23 of the Amended Complaint.

12           24. Defendant denies the allegations directed toward it in paragraph 24  
13 of the Amended Complaint.

14           25. Defendant denies the allegations directed toward it in paragraph 25  
15 of the Amended Complaint.

16                                   **FIRST CLAIM FOR RELIEF**

17           26. Defendant repeats and re-alleges its responses to foregoing paragraphs  
18 as if set forth herein in response to paragraph 26 of the Amended Complaint.

19           27. Defendant denies the allegations directed toward it in paragraph 27  
20 of the Amended Complaint.

21           28. Defendant denies the allegations directed toward it in paragraph 28  
22 of the Amended Complaint.

23           29. Defendant lacks sufficient information to form a belief as to the truth  
24 or falsity of the allegations in paragraph 29 of the Amended Complaint, and on  
25 that basis denies them.

26           30. Defendant denies the allegations directed toward it in paragraph 30  
27 of the Amended Complaint, and directs the Court to Exhibit F of the Amended  
28 Complaint for the true and correct contents therein.

1           31. Defendant denies the allegations directed toward it in paragraph 31  
2 of the Amended Complaint.

3           32. Defendant denies the allegations directed toward it in paragraph 32  
4 of the Amended Complaint.

5           33. Defendant denies the allegations directed toward it in paragraph 33  
6 of the Amended Complaint.

7           34. Defendant denies the allegations directed toward it in paragraph 34  
8 of the Amended Complaint.

9           35. Defendant denies the allegations directed toward it in paragraph 35  
10 of the Amended Complaint.

11           36. Defendant denies the allegations directed toward it in paragraph 36  
12 of the Amended Complaint.

13           37. Defendant denies the allegations directed toward it in paragraph 37  
14 of the Amended Complaint.

15           38. Defendant denies the allegations directed toward it in paragraph 38  
16 of the Amended Complaint.

17                           **SECOND CLAIM FOR RELIEF**

18           39. Defendant repeats and re-alleges its responses to the foregoing  
19 paragraphs as if set forth herein in response to paragraph 39 of the Amended  
20 Complaint.

21           40. Plaintiff's claim for relief based on the allegations in paragraph 40  
22 of the Amended Complaint has been dismissed by the Court, and therefore no  
23 response is required to the allegations in paragraph 40 of the Amended Complaint.  
24

25                           **AFFIRMATIVE DEFENSES**

26           By alleging the separate and additional defenses set forth below, Defendant  
27 is not in any way agreeing or conceding that it has the burden of proof or the  
28 burden of persuasion on any of these issues.

**FIRST AFFIRMATIVE DEFENSE**

1  
2 1. The Amended Complaint fails to state a claim upon which relief can  
3 be granted.

**SECOND AFFIRMATIVE DEFENSE**

4  
5 2. Plaintiff's claims are barred in whole or in part to the extent any  
6 copyright registrations asserted by Plaintiff as covering the Videos are invalid,  
7 untimely, and/or unenforceable.

**THIRD AFFIRMATIVE DEFENSE**

8  
9 3. Plaintiff's claims are barred in whole or in part by an express or  
10 implied license.

**FOURTH AFFIRMATIVE DEFENSE**

11  
12 4. Plaintiff lacks standing to assert the claims herein.

**FIFTH AFFIRMATIVE DEFENSE**

13  
14 5. Plaintiff's claims are barred in whole or in part by the doctrine of  
15 fair use.

**SIXTH AFFIRMATIVE DEFENSE**

16  
17 6. To the extent the Court finds any infringement or other wrongful  
18 conduct by Defendant, Defendant is entitled to a reduction of damages based on  
19 its innocent intent, including reductions in any statutory damages if so elected by  
20 Plaintiff.

**SEVENTH AFFIRMATIVE DEFENSE**

21  
22 7. Plaintiff's request for injunctive relief is barred by the lack of any  
23 irreparable harm from the purported conduct by Defendant.

**EIGHTH AFFIRMATIVE DEFENSE**

24  
25 8. Plaintiff's claims for more than one statutory damage award are  
26 barred by the provisions of the Copyright Act.

**NINTH AFFIRMATIVE DEFENSE**

9. Plaintiff's claims are barred in whole or in part by the defense of statute of limitations.

**TENTH AFFIRMATIVE DEFENSE**

10. Plaintiff's claims are barred by waiver, acquiescence, or equitable estoppel.

**ELEVENTH AFFIRMATIVE DEFENSE**

11. Plaintiff's claims are barred in whole or in part by the First Amendment to the United States Constitution.

**TWELFTH AFFIRMATIVE DEFENSE**

12. Plaintiff's claims are barred by the doctrine of unclean hands.

**THIRTEENTH AFFIRMATIVE DEFENSE**

13. Plaintiff's claims are barred to the extent they seek statutory damages that, when measured against any actual damage suffered by Plaintiff, would be excessive, obviously unreasonable and wholly disproportionate in violation of the Due Process clause.

**FOURTEENTH AFFIRMATIVE DEFENSE**

14. Plaintiff's Complaint fails to comply with Rule 8(a) of the Federal Rules of Civil Procedure.

**ADDITIONAL DEFENSES**

15. Defendant hereby gives notice that, due to its incomplete knowledge as to the matters set forth in the Amended Complaint, it is unable to determine whether it has additional defenses not expressly enumerated in the preceding paragraphs or elsewhere in this Answer. Defendant thus expressly reserves its right to amend its Answer to assert any additional defenses and to rely upon those additional defenses to the extent they become available or apparent during discovery or further proceedings in this action.



1 WHEREFORE, Defendant respectfully requests that:

- 2 1. Plaintiff take nothing by this action and that Plaintiff's Amended  
3 Complaint be dismissed in its entirety with prejudice;  
4 2. Defendant be awarded its costs, including reasonable attorneys' fees;  
5 3. Such other and further relief as the Court deems just and proper.  
6

7 DATED: January 23, 2018

BALLARD SPAHR LLP

8  
9 By: /s/ Scott S. Humphreys  
Scott S. Humphreys

10 Attorneys for Defendant  
11 ASSOCIATED NEWSPAPERS LTD.  
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**CERTIFICATE OF SERVICE**

I hereby certify that on this 23rd day of January, 2018, I electronically filed a true and correct copy of the foregoing **ANSWER OF DEFENDANT ASSOCIATED NEWSPAPERS LTD.** through the Court's CM/ECF system, which will send a notice of electronic filing to all counsel in the case who are registered CM/ECF users.

/s/ Scott S. Humphreys

Scott S. Humphreys